

### **REMARKS**

By this Amendment, Claims 57-58 have been amended and no claims have been added or cancelled. Amendments to the claims are made to correctly identify the independent claim from which several dependent claims depend. Hence, Claims 54-58 are pending.

### **FILED IDS HAS NOT BEEN ACKNOWLEDGED**

The Applications have not yet received an initialed form PTO-1449 acknowledging the receipt and consideration of the information disclosure statements filed on June 8, 2005 and on March 27, 2006. Further, the Examiner's initials were missing next to references on the initialed form PTO-1449 acknowledging the receipt and consideration of the IDS filed May 12, 2005. Consequently, the Applicants respectfully request an initialed form PTO-1449 acknowledging the receipt and consideration of each and every reference that has not yet been properly acknowledged.

For the convenience of the Examiner, the Applicants have submitted a copy of each filed form PTO-1449 for which the Applicants have not yet received an initialed form PTO-1449 acknowledging the receipt and consideration of each reference identified thereon.

### **OBJECTIONS TO CLAIMS 57-58 HAVE BEEN OVERCOME**

Claims 57-58 were objected to for depending upon a cancelled claim. Claims 57 and 58 have each been amended herein to correctly identify that each depends from independent Claim 54, rather than from Claim 1. Consequently, it is respectfully submitted that the objections to Claim 57 and 58 have been addressed and overcome.

## THE PENDING CLAIMS ARE PATENTABLE OVER THE CITED ART

Claims 54-55 stand rejected under 35 USC § 103(a) as allegedly anticipated over “XML Pro v2 User Guide,” Copyright 1999 Vervet Logic LLC, 25 pages (“*XML Pro*”) in view of by U.S. Patent No. 6,185,587 issued to Bernardo et al. (“*Bernardo*”).

Claims 56 stands rejected under 35 USC § 103(a) as allegedly anticipated over *XML Pro* in view of *Bernardo* in view of U.S. Patent No. 6,748,569 issued to Brooke et al. (“*Brooke*”).

Claims 57-58 stand rejected under 35 USC § 103(a) as allegedly anticipated over *XML Pro* in view of *Bernardo* in view of U.S. Patent No. 6,976,210 issued to Silva et al. (“*Silva*”).

The rejections are respectfully traversed.

Assuming, *arguendo*, that each of the cited references were to be properly combined, each of the pending claims recites a combination of elements that is not disclosed, taught, or suggested by the cited art, either individually or in combination. Each of the pending claims shall be discussed below.

### Claim 54

Claim 54 is a method for building a customized web site that recites the following features:

**storing a web site XML file;**  
**wherein the web site XML file is an XML document that specifies the structure of a multi-page web site;**  
**wherein the web site XML file specifies (a) relationships between web pages of the multi-page web site, and (b) the structure and content of the pages of the multi-page web site;**  
**storing XML definitions for a plurality of components that are available for use by the customized web site;**  
presenting a user with a series of one or more user interfaces for modifying the multi-page web site to create the customized web site;  
wherein the one or more user interfaces include controls for adding one or more components of said plurality of components to the multi-page web site;  
receiving through the controls user input that adds a particular component of said plurality of components to said multi-page web site;  
**in response to the user input, adding the XML definition associated with the particular component to the web site XML file to produce a modified**

**web site XML file that defines a multiple-page web site that includes said particular component;  
causing a web site building component to automatically build the customized web site based on the modified web site XML file (emphasis added).**

At least the above-bolded elements are not disclosed, taught, or suggested, either individually or in combination, by *XML Pro* or *Bernardo*.

#### **The approach of Claim 54**

Claim 54 is directed towards building a customized web site. According to Claim 54, a web site XML file is stored. **The web site XML file is an XML document that specifies the structure of a multi-page web site.** The web site XML file further specifies (a) relationships between web pages of the multi-page web site, and (b) the structure and content of the pages of the multi-page web site. XML definitions for a plurality of components that are available for use by the customized web site are stored. A user is presented with a series of one or more user interfaces for modifying the multi-page web site to create the customized web site. The one or more user interfaces include controls for adding one or more components of the plurality of components to the multi-page web site. User input that adds a particular component of the plurality of components to the multi-page web site is received through the controls. In response to the user input, the XML definition, associated with the particular component, is added to the web site XML file to produce a modified web site XML file that defines a multiple-page web site that includes the particular component. A web site building component is caused to automatically build the customized web site based on the modified web site XML file.

#### **The approach of XML Pro**

*XML Pro* is a User Guide for a software application that allows a user to create an XML document. **XML Pro is silent with respect to what the structure of the XML document looks like**

or how the XML document may be used. Indeed, to the extent that XML Pro provides any guidance for the context in which the XML document created by XML Pro 1.2 will be used, XML Pro states:

Given the fact that no XML-capable browsers exists yet, Vervet Logic has determined that there is a stronger market at this time for XML tools in offline applications, such as maintaining hospital records or dynamic databases. In future releases, Vervet plans to gear the product toward online developers, but the current iteration is clearly not intended for that audience. (Emphasis added. See bottom of page 1A/top of page 1B).

Thus, XML Pro fails to teach or suggest an XML document that “specifies the structure of a multi-page web site,” let alone an XML document that satisfies the features of Claim 54. Indeed, as shown above, XML Pro itself states that it is not intended for an online audience. As a result, numerous elements of Claim 54 are not disclosed, taught, or suggested by *XML Pro*.

#### **The approach of *Bernardo***

While both Claim 54 and *Bernardo* are directed towards building a customized web site, there are significant differences in how Claim 54 and *Bernardo* build customized web sites. *Bernardo* teaches an approach for creating a web site wherein a user is presented with a view that allows the user to select the desired features of the web site. Thereafter, a tool identifies which HTML templates (“the selected HTML templates”) in a library of stored HTML templates are associated with the selected desired features. The user may be prompted for certain data from the user to personalize the selected HTML templates. Thereafter, the selected HTML templates are populated with the data collected from the user to create the web pages of the web site. The created web site may then be forward to a server, so that the web site may be approved, and thereafter served to a requestor upon request (See FIG. 3 and the corresponding description in Col. 7, line 1 to Col. 8, line 33).

Significantly, the approach of *Bernardo* fails to disclose or suggest the use of XML.

Indeed, a prior Office Action acknowledged that *Bernardo* “does not teach XML file/template using XML.” Consequently, as shall be explained in further detail below, since *Bernardo* fails to disclose any techniques involving the use of XML, *Bernardo* cannot possibly disclose, teach, or suggest numerous elements of Claim 54.

#### **Combining *XML Pro* with *Bernardo* Would Destroy the References**

Under MPEP § 1504.03, a proposed combination of references to support a rejection under 35 USC § 103(a) is not proper when the proposed combination of references would destroy one of the references.

*XML Pro* is directed towards a software application for creating a XML document. However, *Bernardo* lacks any teaching or suggestion of how an XML document may be used with *Bernardo*. Instead, *Bernardo* requires that the HTML templates be expressed using HTML, as the tool of *Bernardo* populates HTML templates with data collected from the user to create web pages of a web site. Consequently, if *XML Pro* were to be combined with *Bernardo*, the resulting combination would destroy *Bernardo*.

#### **Differences between Claim 54 and the cited art**

Assuming, *arguendo*, that *XML Pro* and *Bernardo* could be properly combined without destroying the *Bernardo*, in view of the fundamental differences between Claim 54, *XML Pro*, and *Bernardo*, numerous elements of Claim 54 are not disclosed, taught, or suggested by *XML Pro* or *Bernardo*, either individually or in combination. For example, Claim 54 recites the element of “storing a web site XML file; wherein the web site XML file is an XML document that specifies the structure of a multi-page web site; wherein the web site XML file specifies (a)

relationships between web pages of the multi-page web site, and (b) the structure and content of the pages of the multi-page web site.” *XML Pro* is cited to show this element, but the portion of *XML Pro* cited lacks any suggestion of the required features of this element.

For example, the portion of *XML Pro* that allegedly shows a XML document that “specifies the structure of a multi-page web site” (namely page 7, the “creating new documents” section) merely discusses an approach for creating a XML document without any reference to what the structure of the XML document specifies. XML documents existed before the present invention; consequently, Applicants readily acknowledge that XML document were created prior to the present invention. However, that acknowledgement does not make it any more or less likely that XML documents were used in the particular manner featured in Claim 54. For example, page 7 of *XML Pro* lacks any teaching or suggestion of a XML document that “specifies the structure of a multi-page web site” as required by Claim 54. Indeed, Office Action does not even allege that *XML Pro* shows these features, but instead, merely argues that *XML Pro* teaches storing a XML document, without any reference to the an XML document that specifies the structure of a multi-page web site.

Thus, the Office Action argument is analogous to attempting to show Eli Whitney’s Cotton Gin by a reference that merely discusses creating lumber from a forest under the rationale that the Cotton Gin may be made out of wood. In other words, the rationale of the Office Action is based on a belief that a reference that simply discusses creating and storing a XML document may be used to teach each and every possible use of a XML document. This is incorrect. A reference may only be used to show the subject matter contained within the four corners of the reference. As *XML Pro* lacks any teaching or suggestion of a XML document that specifies the structure of a web page, *XML Pro* cannot teach or suggest this element featured in Claim 54.

As another example of the differences between what is taught by *XML Pro* and the

subject matter expressly recited in this element, the portion of *XML Pro* that allegedly shows a XML document that specifies “(a) relationships between web pages of the multi-page web site, and (b) the structure and content of the pages of the multi-page web site” (namely page 18-19) lacks any suggestion of a multi-page web site. The Office Action alleges that the structure and content of a web site is shown in a tree of document/pages; however, pages 18-19 lack any teaching or suggestion of using an XML document in any context, let alone a XML document that specifies the structure and content of a multi-page web site.

Consequently, *XML Pro* cannot disclose, teach, or suggest this element. A prior Office Action acknowledged that *Bernardo* “does not teach XML file/template using XML.” As a result, *Bernardo* also cannot disclose, teach, or suggest this element. Further, as *XML Pro* and *Bernardo* both lack any teaching or suggestion of web site XML file as claimed or XML definitions for a plurality of components that are available for use by the customized web site, both *XML Pro* and *Bernardo* lack any teaching or suggestion of at least each of the above-bolded elements of Claim 54. Thus, even if *XML Pro* and *Bernardo* were to be properly combined, the resulting combination would still fail to disclose, teach, or suggest each of the above-bolded elements of Claim 54. As a result, it is respectfully submitted that Claim 54 is patentable over the cited art and is in condition for allowance.

#### Claims 55-58

Claims 55-58 are dependent claims, each of which depends (directly or indirectly) on one of the claims discussed above. Each of Claims 55-58 is therefore allowable for the reasons given above for the claim on which it depends. In addition, each of Claims 55-58 introduces one or more additional limitations that independently render it patentable.

For example, Claim 57 recites, “wherein a particular component, of the plurality of

components, is dynamically generated at a different computer than a computer storing the web site XML file.” Thus, at a minimum, to show this element, a combination of references would need to show at least (a) a particular component of the plurality of components as claimed, and (b) a web site XML file. As shown above, none of the cited references teaches or suggests a web site XML file as claimed. Further, the Office Action does not allege that *Silva*, or any reference, teaches or suggests a particular component of the plurality of components as claimed. A particular component, of the plurality of components, as claimed has a stored XML definition. However, the Office Action does not identify anything within any of the cited references that is analogous to this feature.

Similarly, Claim 58 features “wherein a particular user interface, of the one or more user interfaces, includes a link to another web site for generating the particular component.” *Silva* is cited to show this element; however, the Office Action does not even allege that *Silva* teaches or suggests generating a particular component of the plurality of components as claimed. Instead, the Office Action discusses web clipping, but this is not analogous to generating a particular component as claimed, let alone including a link, on a user interface, to another web site for generating a particular component as claimed.

Due to the fundamental differences already identified, to expedite the positive resolution of this case a separate discussion of those limitations is not included at this time, although the Applicants reserve the right to further point out the differences between the cited art and the novel features recited in the dependent claims.



## CONCLUSION

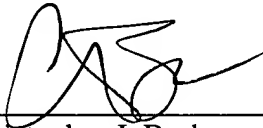
For the reasons set forth above, it is respectfully submitted that all of the pending claims are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any fee shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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**Date: June 8, 2006**

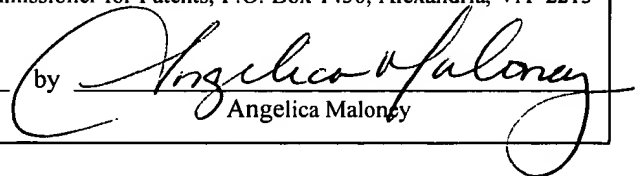
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### CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: **Mail Stop Amendment**, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 2213-1450.

On June 8, 2006

by

  
Angelica Maloney